

**As a below-named inventor, I hereby declare that:**

I believe I am an original, first and joint inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled:

## IMPLANT WITH COMPOSITE COATING

the specification of which

                     is attached hereto.

X was filed on May 14, 1998 as Application No. 09/079,502.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, §1.56(a) which states in relevant part: "Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section... The duty to disclose all information known to be material to patentability is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office in the manner prescribed by §§ 1.97(b)-(d) and 1.98." -

I hereby claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate as indicated below and have also identified below any foreign application for patent or inventor's certificate on this invention having a filing date before that of the application on which priority is claimed:

### Prior Foreign Application(s)

Priority Claimed

(Number)

(Country)

(Day/Month/Year Filed)

**Yes** **No**

(Number)

(Country)

(Day/Month/Year Filed)

Yes No

I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s), and under §119(e) of any United States provisional application(s), listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulation, §1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

_____ (Application Serial No.)	_____ (Filing Date)	_____ (Patented, Pending, Abandoned)
_____ (Application Serial No.)	_____ (Filing Date)	_____ (Patented, Pending, Abandoned)

I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith, and to file, prosecute and to transact all business in connection with international applications directed to said invention:

Paul Davis	29,294
Mark A. Haynes	30,846
John J. Bruckner	35,816
Charles C. Cary	36,764
David J. Weitz	38,362
Kent R. Richardson	39,443
U.P. Peter Eng	39,666
George A. Willman	41,378

Address all correspondence to:

**John J. Bruckner**  
**Wilson Sonsini Goodrich & Rosati**  
**650 Page Mill Road**  
**Palo Alto, CA 94304**

Direct all telephone calls to John J. Bruckner at (650) 493-9300.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18, United States Code, §1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

0990330-0700000

Full name of sole or  
first inventor:

Alfred S. Despres, III

Inventor's signature:

*Alfred S. Despres*

Date:

10/20/98

Citizenship:

U.S.A.

Residence:

Davis, California

Post Office Address:

2313 Muir Woods Place, Davis, CA 95616

Full name of second joint  
inventor, if any:

Eugene J. Elwood

Inventor's signature:

*Eugene J. Elwood*

Date:

10/13/98

Citizenship:

U.S.A.

Residence:

Cedar Knolls, NJ 07927

Post Office Address:

100 Grand Avenue, Cedar Knolls, NJ 07927

Full name of third joint  
inventor, if any:

Robert R. Aharonov

Inventor's signature:

*R. Aharonov*

Date:

10/9/98

Citizenship:

U.S.A.

Residence:

Rockaway, NJ 07866

Post Office Address:

5 Cayuga Avenue, Rockaway, NJ 07866

Full name of fourth joint  
inventor, if any:

Peter Ehlers

Inventor's signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

Citizenship:

Federal Republic of Germany

Residence:

Allensbach, Germany

Post Office Address:

Zum Walzenberg 15, D-78476 Allensbach, Germany

Full name of fifth joint

inventor, if any:

Knut Andersen

Inventor's signature:

Date:

Citizenship:

Federal Republic of Germany

Residence:

Allensbach-Hegne, Germany

Post Office Address:

Schlossberg Strasse 32A, D-78476 Allensbach-Hegne, Germany

106020" 07E0660

COMBINED DECLARATION AND POWER OF ATTORNEY  
FOR UTILITY PATENT APPLICATION

As a below-named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name;

I believe I am an original, first and joint inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled:

IMPLANT WITH COMPOSITE COATING

the specification of which

\_\_\_\_\_ is attached hereto.

X was filed on May 14, 1998 as Application No. 09/079,502.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, §1.56(a) which states in relevant part: "Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section... The duty to disclose all information known to be material to patentability is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office in the manner prescribed by §§ 1.97(b)-(d) and 1.98."

I hereby claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate as indicated below and have also identified below any foreign application for patent or inventor's certificate on this invention having a filing date before that of the application on which priority is claimed:

Prior Foreign Application(s)

Priority Claimed

\_\_\_\_\_  
(Number)

\_\_\_\_\_  
(Country)

\_\_\_\_\_  
(Day/Month/Year Filed)

Yes

No

\_\_\_\_\_  
(Number)

\_\_\_\_\_  
(Country)

\_\_\_\_\_  
(Day/Month/Year Filed)

Yes

No

1. *Phragmites australis* (Cav.) Trin. ex Steud.  
 2. *Scirpus americanus* (L.) Pers.  
 3. *Scirpus setaceus* (L.) Pers.  
 4. *Scirpus torreyana* (L.) Pers.  
 5. *Scirpus torreyana* (L.) Pers.  
 6. *Scirpus torreyana* (L.) Pers.  
 7. *Scirpus torreyana* (L.) Pers.  
 8. *Scirpus torreyana* (L.) Pers.  
 9. *Scirpus torreyana* (L.) Pers.  
 10. *Scirpus torreyana* (L.) Pers.

**(Patented, Pending, Abandoned)**

**(Patented, Pending, Abandoned)**

Paul Davis	29,294
Mark A. Haynes	30,846
John J. Bruckner	35,816
Charles C. Cary	36,764
David J. Weitz	38,362
Kent R. Richardson	39,443
U.P. Peter Eng	39,666
George A. Willman	41,378

**John J. Bruckner**  
**Wilson Sonsini Goodrich & Rosati**  
**650 Page Mill Road**  
**Palo Alto, CA 94304**

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18, United States Code, §1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Alfred S. Despres, III

---

\_\_\_\_\_

U.S.A.

Davis, California

2313 Muir Woods Place, Davis, CA 95616

Eugene J. Elwood

\_\_\_\_\_

FIG. 4

U.S.A.

Cedar Knolls, NJ 07927

100 Grand Avenue, Cedar Knolls, NJ 07927

Robert R. Aharonov

---

---

U.S.A.

Rockaway, NJ 07866

5 Cayuga Avenue, Rockaway, NJ 07866

Peter Ehlers

A. J. Allen

26.11.98

Federal Republic of Germany

Allensbach, Germany

Zum Walzenberg 15, D-78476 Allensbach, Germany

07.75-979-916-1:PI



RECORDATION FORM COVER SHEET  
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Assistant Commissioner for Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Eugene J. Elwood  
Robert R. Aharonov

2. Name and address of receiving party(ies):

Name: Hayes Medical, Inc.

Street Address: 819 Striker Avenue, Suite 10

City: Sacramento, California 95834-1129

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

Additional name(s) &amp; address(es) attached?

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ OtherExecution Date: 8/5/98

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s): 09/079,502

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John J. Bruckner  
Internal Address: 1117-1  
Wilson Sonsini Goodrich & Rosati  
650 Page Mill Road  
Palo Alto, CA 94304-1050

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41) ..... \$40.00  
☐ Enclosed  
☒ Authorized to be charged to deposit account8. Deposit account number: 23-2415  
(Attorney Docket No.: 13928-707)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*John J. Bruckner  
Name of Person Signing[Signature]  
SignatureDec. 1, '98  
Date

Total number of pages including cover sheet, attachments and document: [4]

## JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

ELWOOD, Eugene J.  
100 Grand Avenue  
Cedar Knolls, NJ 07927

AHARONOV, Robert R.  
5 Cayuga Avenue  
Rockaway, NJ 07866

hereinafter termed "Inventors", have invented certain new and useful improvements in

### IMPLANT WITH COMPOSITE COATING

and have filed an application for a United States patent disclosing and identifying the above invention on May 14, 1998 as Application U.S. Ser. No. 09/079,502 (hereinafter termed "application"); and

WHEREAS, Multi-Arc, Inc., a corporation of the State of Delaware having a place of business at Multi-Arc, Inc., 200 Roundbill Drive, Rockaway, NJ 07866, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee their entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon,

including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

State of New Jersey )

County of Atlantic )

On Aug. 5, 1998, before me, Marie A. Devereaux,  
personally appeared \_\_\_\_\_

☒ personally known to me or ☐ proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Marie A. Devereaux  
(Notary Public)

MARIE A. DEVEREAUX  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 2, 1999

1

;

County of Alameda

*R. D. Darrow*

On Aug 5, 1998, before me, Robert M. [Signature]  
personally appeared \_\_\_\_\_.

☒ personally known to me or ☐ proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Date \_\_\_\_\_

**WITNESS my hand and official seal.**

Adrian P. Leverett .

MARIE A. DEVEREAUX  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 2, 1999

# **RECORDATION FORM COVER SHEET PATENTS ONLY**

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Assistant Commissioner for Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Peter Ehlers  
Knut Andersen

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment                      ☐ Merger  
☐ Security Agreement           ☐ Change of Name  
☐ Other

Execution Date: November 26, 1998

2. Name and address of receiving party(ies):

Name: Hayes Medical, Inc.Street Address: 819 Striker Avenue, Suite 10City: Sacramento, California 95834-1129

Additional name(s) &amp; address(es) attached?

☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s): 09/079,502

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John J. Bruckner  
Internal Address: 1117-1  
Wilson Sonsini Goodrich & Rosati  
650 Page Mill Road  
Palo Alto, CA 94304-1050

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41) ..... \$40.00  
☐ Enclosed  
☒ Authorized to be charged to deposit account

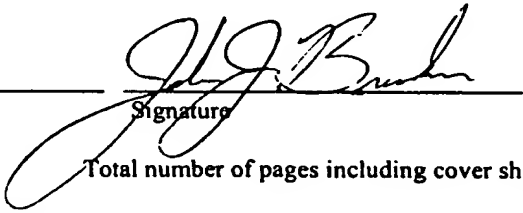
8. Deposit account number: 23-2415  
(Attorney Docket No.: 13928-707)

**DO NOT USE THIS SPACE**

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

John J. Bruckner  
Name of Person Signing

  
Signature

Dec 1, '98  
Date

Total number of pages including cover sheet, attachments and document: 16

Applicant or Patentee: Alfred S. Despres III; Eugene J. Elwood; Robert R. Aharonov; Peter Ehlers; and Knut Andersen

Application or Patent No.: Not yet assigned

Filed or Issued: May 14, 1998

For: IMPLANT WITH COMPOSITE COATING

**VERIFIED STATEMENT (DECLARATION) CLAIMING SMALL ENTITY  
STATUS (37 CFR 1.90(f) and 1.27(c) - SMALL BUSINESS CONCERN**

I hereby declare that I am

- ☐ the owner of the small business concern identified below:  
☒ an official of the small business concern empowered to act on behalf of the concern identified below:

Name of Concern: Hayes Medical, Inc.

Address of Concern: 819 Striker Avenue, Suite 10, Sacramento, California 95834-1129

I hereby declare that the above identified small business concern qualifies as a small business concern as defined in 13 CFR 121.3-18, and reproduced in 37 CFR 1.9(d), for purposes of paying reduced fees under Section 41(a) and (b) of Title 35, United States Code, in that the number of employees of the concern, including those of its affiliates, does not exceed 500 persons. For purposes of this statement, (1) the number of employees of the business concern is the average over the previous fiscal year of the concern of the persons employed on a full-time, part-time or temporary basis during each of the pay periods of the fiscal year, and (2) concerns are affiliates of each other when either, directly or indirectly, one concern controls or has the power to control the other, or a third party or parties controls or has the power to control both.

I hereby declare that rights under contract or law have been conveyed to, and remain with, the small business concern identified above with regard to the invention, entitled

**IMPLANT WITH COMPOSITE COATING**

by inventor(s) Alfred S. Despres III; Eugene J. Elwood; Robert R. Aharonov; Peter Ehlers; and Knut Andersen described in

- ☐ the specification filed herewith  
☒ Application No. Not yet assigned, filed May 14, 1998  
☐ Patent No. \_\_\_\_\_, issued \_\_\_\_\_

If the rights held by the above identified small business concern are not exclusive, each individual, concern or organization having rights to the invention is listed below<sup>1</sup> and no rights to the invention are

<sup>1</sup> NOTE: Separate verified statements are required from each named person, concern or organization having  
(continued...)

held by any person, other than the inventor, who would not qualify as an individual inventor under 37 CFR 1.9(c), if that person had made the invention, or by any concern which would not qualify as a small business concern under 37 CFR 1.9(d) or a nonprofit organization under 37 CFR 1.9(e).

Name \_\_\_\_\_  
Address \_\_\_\_\_

☐ Individual ☐ Small Business Concern ☐ Nonprofit Organization

Name \_\_\_\_\_  
Address \_\_\_\_\_

☐ Individual ☐ Small Business Concern ☐ Nonprofit Organization

I acknowledge the duty to file, in this application or patent, notification of any change in status resulting in loss of entitlement to small entity status prior to paying, or at the time of paying, the earlier of the issue fee or any maintenance fee due after the date on which status as a small business entity is no longer appropriate. (37 CFR 1.28(b)).

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application, any patent issuing thereon, or any patent to which the verified statement is directed.

Name of Person Signing: Carolyn Preising

Title of Person Other Than Owner: Patent Counsel

Address of Person Signing: 819 Striker Avenue, Suite 10, Sacramento, California 95834-1129

Signature: Carolyn H. Preising Date: 8/1/98

<sup>1</sup>(...continued)

rights to the invention averring to their status as small entities. (37 CFR 1.27).

**JOINT TO CORPORATE  
ASSIGNMENT**

WHEREAS, the undersigned,

DESPRES III, Alfred S.  
2313 Muir Woods Place  
Davis, CA 95616

EHLERS, Peter  
Zum Walzenberg 15  
D-78476 Allensbach  
Germany

ANDERSEN, Knut  
Schlossberg Strasse 32A  
D-78476 Allensbach-Hegne  
Germany

hereinafter termed "Inventors", have invented certain new and useful improvements in

**IMPLANT WITH COMPOSITE COATING**

and have filed an application for a United States patent disclosing and identifying the above invention on May 14, 1998 as Application U.S. Ser. No. 09/079,502 (hereinafter termed "application"); and

WHEREAS, Hayes Medical, Inc., a corporation of the State of California having a place of business at 819 Striker Avenue, Suite 10, Sacramento, California 95834-1129, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee their entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications,



declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_, 1998, before me, \_\_\_\_\_  
personally appeared \_\_\_\_\_

☐ personally known to me or ☐ proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
Alfred S. Despres, III

\_\_\_\_\_  
Date

Peter Ehlers X

26. 11. 98  
Date



Knut Andersen X

26. 11. 98  
Date



State of Germany )

County of \_\_\_\_\_ )

On 26. 11. 98, 1998, before me, Notar A. MACK,  
personally appeared \_\_\_\_\_

☐ personally known to me or ☐ proved to me on the basis  
of satisfactory evidence, to be the person whose name is  
subscribed to the within instrument and acknowledged to me  
that he/she executed the same in his/her authorized capacity,  
and that by his/her signature on the instrument the person or  
the entity upon behalf of which the person acted, executed  
the instrument.

WITNESS my hand and official seal.

[Signature]  
(Notary Public)

State of Germany )

County of \_\_\_\_\_ )

On 26. 11. 98, 1998, before me, NOTAR A. MACK,  
personally appeared \_\_\_\_\_

☐ personally known to me or ☐ proved to me on the basis of  
satisfactory evidence, to be the person whose name is subscribed to  
the within instrument and acknowledged to me that he/she executed  
the same in his/her authorized capacity, and that by his/her  
signature on the instrument the person or the entity upon behalf of  
which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
(Notary Public)

## CORPORATE TO CORPORATE ASSIGNMENT

WHEREAS, Multi-Arc, Inc., a corporation of Delaware having a place of business at 200 Roundbill Drive, Rockaway, N.J. 07866, (hereinafter termed "Assignor"), owns a portion of the entire right, title, and interest in and to certain new and useful improvements in

### IMPLANT WITH COMPOSITE COATING

disclosed and identified in an application for a United States patent filed on May 14, 1998 as Application U.S. Ser. No. 09/079,502 (hereinafter "Said Inventions,"); and

WHEREAS, Hayes Medical, Inc., a corporation of California having a place of business at 819 Striker Avenue, Suite 10, Sacramento, CA 95834-1129, (hereinafter termed "Assignee"), is desirous of acquiring all of the Assignor's said portion of the entire right, title and interest in and to Said Inventions, and in and to any and all patent applications, patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignor to have been received in full from said Assignee:

1. Said Assignor does hereby sell, assign, transfer and convey unto said Assignee all of the said portion of the entire right, title and interest (a) in and to Said Inventions; (b) in and to all rights to apply for foreign patents on Said Inventions pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on Said Inventions in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Assignor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee, to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by the Assignor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by the parties (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering Said Inventions; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving Said Inventions; and (f) for legal proceedings involving Said Inventions and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Assignor, its successors, assigns and other legal representatives.

4. Said Assignor hereby warrants and represents that the Assignor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument to said Assignee as of the date written below.

MULTI-ARC, INC.

Peter D. Flood

CEO  
Title

                      
Date

State of New Jersey )

County of                      )

On March 6, 1998, before me, Peter D. Flood  
personally appeared                     

☒ personally known to me or ☐ proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Marie A. Devereaux  
(Notary Public)

MARIE A. DEVEREAUX  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 2, 1999

2000-03-06 10:00:00

## JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

DESPRES III, Alfred S.  
2313 Muir Woods Place  
Davis, CA 95616

EHLERS, Peter  
Zum Walzenberg 15  
D-78476 Allensbach  
Germany

ANDERSEN, Knut  
Schlossberg Strasse 32A  
D-78476 Allensbach-Hegne  
Germany

hereinafter termed "Inventors", have invented certain new and useful improvements in

### IMPLANT WITH COMPOSITE COATING

and have filed an application for a United States patent disclosing and identifying the above invention on May 14, 1998 as Application U.S. Ser. No. 09/079,502 (hereinafter termed "application"); and

WHEREAS, Hayes Medical, Inc., a corporation of the State of California having a place of business at 819 Striker Avenue, Suite 10, Sacramento, California 95834-1129, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee their entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications,

declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

State of California )

County of Sacramento )

Alfred S. Despres, III  
Alfred S. Despres, III

On Aug. 12, 1998, before me, John T. Murata  
personally appeared ALFRED S. DESPRES, III

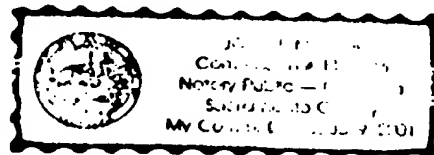
☐ personally known to me or ☒ proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

8-12-98  
Date

WITNESS my hand and official seal.



John T. Murata  
(Notary Public)



State of \_\_\_\_\_  
County of \_\_\_\_\_

## Peter Ehlers

On \_\_\_\_\_, 1998, before me, \_\_\_\_\_,  
personally appeared \_\_\_\_\_.

☐ personally known to me or ☐ proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Date \_\_\_\_\_

WITNESS my hand and official seal.

(Notary Public)

State of \_\_\_\_\_

County of \_\_\_\_\_

## Knut Andersen

On \_\_\_\_\_, 1998, before me, \_\_\_\_\_,  
personally appeared \_\_\_\_\_

☐ personally known to me or ☐ proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Date \_\_\_\_\_

**WITNESS my hand and official seal.**

(Notary Public)